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LEASE BY TESTAMENTARY TRUSTEE—DURATION.—Lands were devised to H., with power to sell, in order to provide for the maintenance of his children and himself during his life; at the death of H., the remaining property was to be divided between the surviving children. H. executed a lease upon the lands of the estate, and died shortly thereafter. *Held*, the lease does not expire upon his death, and the rights of a transferee of the rent notes are superior to those of the remainderman. *Hines v. McCombs et al.* (1907),—Ct. App. Ga. —, 58 S. E. Rep. 1124.

Where land was conveyed in trust for the life of the beneficiary, and on her death was to be divided, a lease of the property was held to terminate on the expiration of the trust at the beneficiary's death. *In the Matter of McCaffrey*, 50 Hun 371. In *Gomez v. Gomez*, 147 N. Y. 195, the trust was for the life of G., and a lease executed by a trustee was held to terminate on the death of G. In the principal case, however, it would seem that the trustee H. took the legal estate in fee, determinable upon his death, which marked the duration of the trust. Since the trustee has the fee, he has power to make any reasonable lease. In *Greason v. Keteltas*, 17 N. Y. 491, the court said, "If the trustees have a fee determinable upon a contingent event, they nevertheless have power to make a lease to extend beyond their interest in the land." Contra, *Bergengren v. Aldrich*, 139 Mass. 259, where lands were devised in trust to continue until A.'s death, and the trustee was empowered to sell and convey in fee, or less estate, any or all of the land. It was held that neither the interest of the trustee nor the power of sale gave him any authority to bind the remaindermen by a covenant of renewal in a lease of the trust lands. Lands were devised in trust during the life of A., the trustee being empowered to rent the lands for any term of years. The trustee was held to have no power to lease the realty for a period extending beyond the duration of the original trust estate. *Matter of City of New York*, 81 App. Div. (N. Y.) 27. There are few authorities as to whether a trustee can give a lease to extend beyond the period of his trust estate, but it would seem that he could not. A trustee's estate is a defeasible one, and to allow him to execute a lease not determinable upon the contingency which ends the trust, would allow him to grant a larger estate than he himself has. See, generally, PERRY ON TRUSTS, §§ 528-530; UNDERHILL ON TRUSTS, pp. 347-348.

MASTER AND SERVANT—INJURY TO SERVANT—VICE-PRINCIPAL NEGLIGENCE.—Where it appeared that the general foreman in charge of the work of excavation for the foundation of a building directed a blasting crew to go to another part of the foundation, and directed a certain workman to clear the ice and snow out of a hole which had been drilled in the rock, by other workmen, and this workman was injured by the explosion of a charge of dynamite which had been left there unexploded, when the charge in a former group of holes had been discharged by means of an electric battery. *Held*, that the foreman was a vice-principal and charged with the absolute duty to exercise proper care to provide a reasonably safe place for the employees to work in, and that it was for the jury to say whether in this instance the foreman exercised ordinary care in making a reasonable examination in order to